estate tail like the limitation in the principal case, was not within the prohibition of the rule against perpetuities, for the reason that the tenant in tail in possession could bar all the future entails, and also the remainder-man, by suffering a recovery, and in this way could get an indefeasible estate in fee simple himself. *Goodwin* v. *Clark,* I Lev. 35; *Nicolls* v. *Sheffield,* 2 Bro. C. C. 215; GRAY, PERPETUITIES, § 447. The principal case is supported by *Marshall* v. *Walker,* 26 Ky. Law Rep. 199, 80 S. W. 1132; *Watkins* v. *Pfeiffer,* 29 Ky. Law Rep. 97; and *Edwards* v. *Walesby,* 30 Ky. Law Rep. 251.

WILLS—CONSTRUCTION OF "UNMARRIED."—Testator bequeathed five hundred dollars to each daughter upon her marriage, and at the death of his wife, if she survived him, a trustee should pay the net income of his remaining estate to such of the testator's daughters as should be unmarried, as long as they remained unmarried. *Held,* that a daughter who had been married but was now a widow did not answer the description "unmarried." *Russell* v. *Lilly* (Mass. 1913) 100 N. E. 668.

Ever since *Goshawke* v. *Chiggel,* Cro. Car. 154, it has been stated that the primary meaning of the word is "never having been married." *Framlingham* v. *Brand,* 3 Atk. 390; *Bell* v. *Phyn,* 7 Ves. Jr. 458, and see *In re Bacon's Estate,* 140 Wis. 589 (but cf. *Moyer* v. *Koontz,* 103 Wis. 221, where it is held that a divorced woman is unmarried). "Some rather nice distinctions have arisen from the word," WOOD, L. J., says in *Halton* v. *Foster,* 3 Ch. D. 505, 37 L. J. Ch. 547, and the practice seems to have been to construe it as either "never having been married," or "not married at the time," whichever has best suited the circumstances. In the Poor Law Act of 3 Wm. & M. c. 11, it means "not married at the time," *Maberly* v. *Strode,* 3 Ves. 450; and the same where a devise over is made to depend upon the contingency that a life tenant die under age unmarried, and without issue. *Doe* v. *Cooke,* 7 East 269; *Doe* v. *Rawding,* 2 B. & A. 441; but see *Frail* v. *Carstairs,* 187 Ill. 310, 58 N. E. 401. And so in statutes providing for the revocation of wills of an "unmarried person" by marriage; *Matter of Kaufman,* 131 N. Y. 620; *Vail* v. *Lindsey,* 67 Ind. 528; *Morgan* v. *Ireland,* 1 Ida. 786; and frequently in marriage settlements, *Re Norman's Trust,* 3 De G., M. & G. 965; *Pratt* v. *Matthew,* 22 Beav. 328; *Clarke* v. *Colls,* 9 H. L. Cases 601. But a widow is not "unmarried" within the meaning of a statute allowing her father to bring action for seduction. *Kirk* v. *Long,* 7 U. C. C. P. 363, not in a criminal suit where she is the prosecuting witness, *Jennings* v. *Commonwealth,* 109 Va. 821, 63 S. E. 1080. And when "unmarried" describes a class which shall take under a clause in a will, it generally means, "never having been married," *In re Saunders,* 3 Kay & J. 156; *Re Sargent,* L. R. 26 Ch. D. 493; *Muller* v. *Balke,* 167 Ill. 150; but it depends upon circumstances, *In re Conway's Estate,* 181 Pa. St. 156; *In re Oakley,* 171 N. Y. 652; *Anderson* v. *McGee,* (Tex.) 130 S. W. 1040.

WILLS—EXTRINSIC EVIDENCE.—Testatrix directed that her deposits in three banks, naming them, constitute a fund for the payment of certain legacies; but it was found that she had no deposit in one of the banks named.

Held, that extrinsic evidence might be admitted to show that she meant a bank not named, in which she did have funds, in place of the one she did name. *Bullard* v. *Leach* (Mass. 1912) 100 N. E. 57.

Evidence of extrinsic facts and extrinsic evidence of intention are admissible only where there is equivocation or latent ambiguity in the will, whether in some term or phrase, the identity of the donee, or the subject of the gift. *Miller* v. *Travers,* 8 Bing. 244; *Mitchell* v. *Gard,* 3 Swab. & Tr. 75; *Newburgh* v. *Newburgh,* 5 Madd. 223; *Fonnereau* v. *Poyntz,* 1 Bro. C. C. 472; *Allen* v. *Allen,* 18 How. 385; *Fitzpatrick* v. *Fitzpatrick,* 36 Iowa 674; WIGMORE, EVIDENCE, §§ 2471, 2474; WILLIAMS, EXECUTORS, 1069. "It is a sacred rule of property," says Lord KENYON, "not to be broken in upon." *Goodtitle* d. *Richardson* v. *Edmonds,* 7 T. R. 635, 640; but the liberal application of the doctrine "falsa demonstratio non nocet" seems to have broken in upon it not a little; *Tudor* v. *Terrell,* 2 Dana 47; *Roman Catholic Orphan Asylum* v. *Emmons,* 3 Bradf. 144; *Tomlinson* v. *Bury,* 145 Mass. 346, 348; those courts having apparently adopted the suggestion of the vice-chancellor in *Newburgh* v. *Newburgh, supra,* to eliminate the undesirable description, leaving it ambiguous, and explaining the ambiguity by extrinsic evidence. "To admit such evidence would in truth establish a verbal will contrary to the written words," PATTERSON, J., in *Doe* v. *Hubbard,* 15 Ad. & El. 227, 243, and see SUGDEN, LAW OF PROP. 196, 197. Since no will is within the statute but that which is in writing, we are thereby contravening the statute. *Barnes* v. *Sims,* 40 N. C. 392; *Hanner* v. *Moulton,* 23 Fed. 5; *Knight* v. *Bunn,* 7 Ired. Eq. 77; *Taylor* v. *Am. Bible Soc.,* id. 201; *Graves* v. *Rose,* 246 Ill. 76; *Woodruff* v. *Migeon,* 46 Conn. 236; *Am. Bible Soc.* v. *Pratt,* 9 Allen 109. These cases are to the same point as the principal case, with the facts in some instances parallel, and we apprehend that they, rather than the principal case, establish the true rule.